FOR MYSORE STATE

27—104,006—6-11-60.

Rev **(195) Department.**

SERIES.

G.O. NO. 2887

Dated 9.11.57

[Despatch Abstract.]

Revenue Department. 5564 5 E J

Subject.

Alienation - Land and Revenue - South Kanara - Mangalore taluk - Derebail village - S.No. 129/1A - In favour of the South Kanara Village Industries Association, Mangalore - Proposals - Recommended.

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Madras. Ref.E.5852/51-1. Dated: 2-8-51.

From

Sri N.C.Thomas, B.A., Joint Secretary, Board of Revenue.
Sri ...S.Sattianathan, I.C.S., Commissioner of Land Rev.

Read: Collector of S.Kanara Ref.B.3.C.15240/51 d/ 19-7-51.

At the instance of the Collector of S.Kanara the Board recommends the alienation of the plot of land comprised in S.No. 129/1A of Derebail village, Mangalore taluk measuring Ac.21.20 / South/ in favour of the Hony.Secy. for the time being of the/Kanara village Industries for use as the site for the following purposes:--

	Ac. Cents.
For the construction of 13 sheds.	3.00
for grass plot.	2.50
for cotton plot.	2.50
for vegetables.	2.00
for fruits.	1.00
for paddy.	3.00
for Legumes.	2.00
for cereals.	2.50
for poultry.	1.50
for Road.	1.20
Total.	21.20 acres.

2. The Board also recommends the transfer of S.No.129/1A of Derebail village from poramboke to ayan as Dry.

3. The alienation will be free of charge for the occupancy right and free of assessment but subject to the following conditions.

1. the land shall be used as the site to locate the head office building of the Association and to organise demonstration centre in Agriculture and for no other purpose.

2. The office building shall be constructed and the purpose of alienation carried out within a period of two years from the date of the grant.

3. No other building shall be constructed on the land without the previous permission of the Collector of the district.

3.a. The market value of the land shall be collected if at any time it is found that the grantee derives a substantial income from the land. The decision of the Collector whether a net income is derived from the land or not shall be final.

4. The office building shall be managed and maintained effectively to the satisfaction of the Collector, such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. No part of the land set apart for agricultural and road purposes shall be built upon without the previous sanction of the Collector.

6. If there are buildings so constructed in violation of condition(5) above, theland with the buildings shall be resumed without any compensation whatsoever.

(contd.....

(10) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant. If there are buildings on the land, the Government may direct the grantee to remove them and if the grantee refused to remove them when so directed the Government or any officer empowered by them in this behalf shall have power to remove the buildings and realise the cost of such removal by the sale of the materials.

(11) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for public purposes or for conducting mining operations. In the event of such resumption, or in the event of the acquisition of the land for any reasons, the compensation payavle for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less, and the compensation payable for buildings or other improvements shall in no case exceed the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less together with the intiial cost or the value at the time of resumption or acquisition, whichever may be less of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the Government towards the cost of the buildings or other improvements shall be deducted from the compensation payable under this condition. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition(3)

(12) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been effected or for works that may have been executed on the land by the grantee but the grantee shall be sntitled to the repayment of any amount that may have been paid to the Government for the grant, or the value of the land at the time of relinquishment, whichever may be less.

(9) Full land revenue shall be levied if ~~any~~ at any time any net income is derived from the land or if any of the conditions of the alienation are infringed. In the latter case, the land revenue shall be levied from the date of the infringement. The decision of the Collector on the question whether a net income is derived from the land or not shall be final.

(10) The Government reserve to themselves the right to all sandal-wood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleasure. The alience shall not be entitled to cut or remove them or cause them to be cut or removed without thepermission of the Collector of the District.

(11) The alience shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandal-wood trees from theft or damage and for the careful protection of the immature trees growing on the land.

(12) The alienee shall take the steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and

(13) In the event of the infringement of, or failure to observe any of the conditions (10) to (12) the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall not be entitled to any compensation whatever.

For Joint Secretary.

~~The Collector of~~
The Secretary to Government, Revenue Dept.Madras
with alienation statements and sketches(~~to be returned~~) with a copy of
NS 22.1 the collector's letter d/ 19-7-51.
kvn.2-8-51.

5

Ref.B3.C.No.15240/51 South Kanara Collector's Office
Mangalore dated 19---7---1951.

From -

Sri A. R. Rajaratnam B.A.,
-- -- Collector of South Kanara.

To

The Secretary to the Board of Revenue,
Land Revenue, Chepauk,
M A D R A S - 5.
(in duplicate)

Sir

ALIENATION -- Land and Revenue -- (SouthKanara) Mangalore Taluk -- Derebail Village -- S.No.129/1A In favour of the South Kanara Village Industries Association - Mangalore -- Proposals.

--

The Hon. Secretary of the S.K.V.I.A Mangalore which is a registered body has applied for the alienation of a portion of land in S.No.129/1 of Derebail village for locating the head offices of the Association. The plot applied for on alienation is marked as 129/1A and measures 21.20 acres. The association proposes to utilise this land for the different purposes shown below :-

for the contruction of 13 sheds	...	3.00 acres
for grass plot	... ...	2.50 acres
for cotton plot	...	2.50 acres
for vegetables	...	2.00 acres
for fruits	...	1.00 acres
for paddy	...	3.00 acres
for Legumes	...	2.00 acres
for Cereals	...	2.50 acres
for Poultry	...	1.50 acres
for Road	...	1.20 acres
Total		21.20 acres

The objection of the association is to locate the head-office buildings at this site, and to organize demonstration centres there with a view to import necessary training in village industry to workers from the different villages of the district and send them back after their training to different village centres where they would assist the villagers in improving the village and cottage industries and assist them in developing the rural economy. The association also proposes to open an agricultural demonstration plot at the site so that modern methods of agricultural farming could be demonstrated.

2. S.No.129/1 stands registered as Poramboke "Reserved". This was reserved for public purposes in this office D.Dis.4333/28 and the reservation was later cancelled in this office R.Dis.3436/37. The plot was not transferred to ayan after disreservation. The total market value of the land applied for on alienation comes to Rs.53,000/- and the revenue to be foregone is Rs. 265-10-0 as shown below:--

Estimated annual letting value of similar lands per acre	)	100--0--0
Assessment of similar lands per acre	)	0--8--0
Net		99--8--0
Capitalised at 25 times		Rs.2,487--8--0 or Rs.2,500--0--0 in round figures.

Land value of 21.20 acres of land in S.No.129/1	Rs.53,000--0--0
Land Revenue per acre	Re.0--8--0
Land Revenue for 21.20 acres of land	Rs. 10--10-0
Capitalised at 25 times	Rs. 265-10--0

3.The Revenue Divisional Officer Mangalore who has inspected the plot recommends the alienation in favour of the proposed alienee. He adds that as the land sought for is to be used for a public purposes, it may be alienated free of site value and Land Revenue. He reported that the land is situated outside the Municipal limits and that the association is working not with any profit motive but proposes to undertake activities connected with the rural reconstruction. To start with, the association intends to undertake the work on hand with the available resources which are stated to be about Rs.40,000/-. The association also proposes to raise sufficient funds in the district from philanthropists ~~Philanthroplusts~~ and others to make up the amount required to carry on the activities of the association.

4. Though these proposals orgginated as far back as 1949, they could not be finalised till now. It is now found that the land applied for is situated within the belt area of one mile from the limits of the Mangalore Municipality. The provisions of G.O.Press 1065 Revenue dated 1.5.51 are therefore found to apply to this case. I therefore addressed on 1.6.51 the five Heads of Departments contemplated in the said G.O. to know whether the plot would be required by their departments for any Government purpose in the near or distant future. The Director of Public Health, the Director of Public Instruction and the Director of Agriculture have since replied me to say that the land is not required for the present or the propective needs of their departments. Only the Director of Medical Services and the Director of Industries and Commerce have not sent their replies to me, even though I had requested them to send their replies within one month of the date of receipt of my reference. The land is hilly and it is very unlikely that those departments could make use of it in any useful manner.

5. A notice inviting objections to the proposed alienation was published in the village. In response there-to, no objections were received. The plot is devoid of tree growth, or other improvements and has been lying barren all these years. Portions of the plot were recently applied for on assignment by a few political sufferers and their requests were rejected by me in view of this application for alienation from a Registered Body whose object is public service.

6. The conditions of alienation were therefore notified to the association which has expressed its willingness to abide by them. A sub division ~~of~~ fee of Rs.2/- will have to be collected from the association which will be done before the order of the alienation is communicated to it.

7. I recommend the transfer of S.No.129/1A of Derabail village ~~y~~ from Poromboke to ayan as Dry 8 5 6 with an assessment at Rs.0-8-0 per acre. The plot may be alienated in favour of the South Kanara Village Industries Association, Mangalore for the purpose of locating its head office buildings and running a model agricultural demonstatation plot free of occupancy right and free of Land Revenue and subject to the conditions already notified.

8. Application of alienation of land and Revenue, eyesketches and extract from the Land Register in duplicate, Sub Division Records in duplicate, copy of the conditions of alienation notified, copy of the details of the scheme of the South Kanara Village Industries Association and report on the working of the Association are enclosed.

7/16-1 Engs

Yours faithfully

For Collector.

SR/20-7

Application for the Alienation of land in which the Proprietary right belongs to the State.

DISTRICT: South Kanara.

...

1. DESCRIPTION AND AREA: S. No.129/1A of No.88 Derebail village of the Mangalore Taluk — extent of 21-20 acres.

2. Market value: Rs.53,000/-

3. Alianee and purpose of Alienation: Honorary Secretary, South Kanara Village Industries Association.

To locate the head office and District training centre of the South Kanara Village Industries Associ tion.

4. Collector's Remarks: RECOMMENDED.

S. K. Collector's Office, Mangalore, dated: 10.7.51 v.20.7

for Collector.

10/7/51

Application for the alienation of Land Revenue Payable to Government.

District: SOUTH KANARA. Taluk: MANGALORE.

...

1. DESCRIPTION AND AREA: S.No.129/1A of No.88 Derebail village ~~of the~~ extent ~~of~~ 21-20 acres

2. (a) Annual assessment of similar land (Dry S.5.6.) Rs.0.8.0 per acre.
Rs.10.10.0 for 21-20 acres.

(b) Capitalized value (25 times assessment or ground rent) Rs.265.10.0

3. ALIENEE AND PURPOSE OF ALIENATION: Honorary Secretary, South Kanara Village Industries Association.

To locate the head office and district training centre of the South Kanara Village Industries Association.

4. Collector's Remarks: RECOMMENDED.

...

S. A. Collector's Office, Mangalore, dated: 19.7.51.
v.20.7.

for Collector.

Tree valuation statement distinguishing trees of spontaneous growth from trees contained in S.No.129/1A of No.83 Derebail village, Mangalore taluk, South Kanara District. 8

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S. K. Collector's Office,
Mangalore, dated:19.7.1961

20.7.

for Collector.

Statement showing the nature, age and value of buildings and of all other improvements existing in S.No.122/1A of No. 88 Derebail village, Mangalore Taluk, South Kanara District.

... N I L ...

S. K. Collector's Office,
Mangalore, dated: 19.7.1961
v.20.7. 1961

For Collector.

A P P E N D I X.

1. PARTICULARS OF LAND:

Taluk: Mangelore.
Village: Derabail.
S.No.: 120/1A
Extent.: 21.20 acres.

The land shall be used for the purpose specified below and for no other purpose.

For the Construction of 15 sheds:	5	acres.
For grass plot.	2.50	"
For Cotton plot.	2.50	"
For Vegetables.	2.00	"
For Fruits.	1.00	"
For Paddy.	3.00	"
For Legumes.	2.00	"
For Cereals.	2.50	"
For Poultry.	1.50	"
For Road.	~~1.00~~	"
Total:	~~21.00~~	acres.

2. The buildings shall be constructed within 2 years and the agricultural demonstration plots also laid out within that period from the date of the grant. No other buildings shall be constructed on the land set apart for building sheds without the previous permission of the Collector and no buildings shall be constructed on the land set apart for the agricultural demonstration plots.

3. The grantee shall maintain the buildings after their construction in accordance with conditions 1 and 2 in good condition, such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

4. p.t.o.

~~10.~~ the Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected, or otherwise that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant. If there are buildings on the land, the Government may direct the grantee to remove them and if the grantee refused to remove them when so directed the Government or any officer empowered by them in this behalf shall have power to remove the buildings and realise the cost of such removal by the sale of the materials.

~~11.~~ the Government may resume the land wholly or in part with any buildings thereon if the is in the opinion of the Govt, the land is required for public purposes or for conducting mining operations. In the event of such resumption, or in the event of the acquisition of the land for any reasons, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisitionwhichever may be less, and the compensation payable forbuildings or other improvements shall in no case exceed the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less together with the initial cost or the value at the time of resumption or acquisition, whichever may be less of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the Government towards the cost of the buildings or other improvements shall be deducted from the compensation payable under this condition. In no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3)

~~12.~~ in the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee but the grantee shall be entitled to the repayment of any amount that may have been paid to the Govt. for the grant, or the value of the land at the time of relinquishment, whichever may be less.

~~13.~~ full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of the alienation infringed. In the latter case, the land revenue shall be levied from the date of the infringement. The decision of the Collector on the question whether a net income is derived from the land or not shall be final.

~~14.~~ The govt. reserve to themselves the right to all sandlwood trees and their brenches and roots which exist at the time of alienation as well as those which maygrow subsequently on the land and the Govt. shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleas The alienee shall not be entitled tocut or remove them or cause them be cut or removed without the permission of the Collector of the Dist

~~15.~~ The alienee shall take all reasonable measures to the satisfaction of theCollector od the Dt. for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

~~16.~~ The alienee shall take the steps to see that the marks made by the officers and of theGovt. on the sandalwood trees are preserved and are not tampered with; and

~~17.~~ In the event of the infringement of, or failure to observe any of the conditions (~~14~~) to (~~16~~) the alienee shall pay to the Govt. such compensation as is determined by the Collector of the Dt. for any loss or damage caused by such infringement or failure on his part. The Govt shall also be at liberty toresume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Govt. In the case the alienee shall not be entitled to any compensation whatever.

for Govt. For Collector

Details of the Scheme

These lands are required for the purpose of locating the head office of the Association and the district training centre with its several village Industries sections and an agricultural demonstration plot.

In the experience of this association, rural reconstruction work suffers for want of trained rural workers. The All India Spinner's Association and the All India Village Industries Association, Wardha, have laid out training courses for training the village workers. This association which is a certified Organisation of the A.I.S.A. functioning this district on decentralisation basis, is feeling the need of a band of trained workers to carry on rural uplift work as a permanent activity. Necessary training will have to be given to these workers, who after their training, should be planted in suitable rural areas to organise the groups of villages coming under their jurisdiction. Therefore a district training Centre will have to be opened where, all the village problems will be taken up for instruction.

The ground plan attached to this note will give fairly a clear idea of the various activities that are going to be started in the district training centre. Trainees will be invited from all the taluks of the district and made to pass through a course of training prescribed for the purpose. In brief the trainees will get a fair knowledge in the following items of work enabling them to start village centres with the experience gained by them during the course of their training. In additionato several village industries they will receive instructions in :-

I Self Sufficiency in cloth.

II Self sufficiency in Food.

I Self Sufficiency in Cloth:-

(a) Cotton Growing: Seasons for sowing the seeds and manuring the plants; use of insecticides, clean picking of cotton, pruning the plants to keep them as perennial plants, spacing the sowing the seeds etc.

(b) Ginning cotton in the hand gins.

(c) Carding the lint in the carding bow in carding molia and by "Thunai Process", and preparing slivers on the slivering plank.

(d) Spinning on different charkas and Takli Kisan, box, vertical and Pamboo charkas.

(e) Preparing the warp after sizing the yarn

(f) Weaving the yarn on the Handlooms.

(g) Bleaching the cloth in country methods sun bleaching.

II Self Sufficiency in Food

The following items of food crops will be raised in the agricultural demonistrati n plot for study, and the manor of application of manure suitable to those crops.

A (1) Paddy : dry and wet process of cultivation

(2) Sweet Potato Varities and their characteristics and the dosing of manure to give best result.

P.T.O.

(3) Tapioca: Cultivation methods and application of manure and duration of crops in different seasons, slicing drying and pounding them into flour, preparing cattle feed out of the bran, steaming and dehydrating the chips for the rainy season

(4) Yams: Seed preservation - method of planting - manuring & harvesting.

(5) Cereals: Jowar, Ragi, maize, white millets

(6) Jinger: For preparing Jam and preserve.

(7) Legumes: New-Era-Cowpea and other local varities of Cowpea sowing manuring and methods of cultivation and season study; ~~cultivation and season study~~, cultivation of Blackgram, green gram, Horse gram, Velvet beans, Soyabeans (Black and white)

(8) Ground Nuts: Cultivation methods and manuring and making hay

9) ~~Jingelly~~ Gingelly - Growing method and manure.

B. Vegetables: Greens, amaranthus in different varities, lettuce Basale.
Tomato, Cucumber, different goards, lady fingers methods of cultivation and yield per unit of land.

C. Fruits: (1) Short duration crops)

Pappaya, Cherry, Plantain in different varities, Pine apple , guava, Malta Lime etc. - methods of cultivation, manuring and yield. Long duration crops like mango, cocoanuts sapota, Figs and cotrous varities.

Cotton

Sea Island cotton (1) In shade (2) In the open country types of short staple varities and ~~perenials~~ perennials like Mocco and Quabradinho.

Grasses

1. Green Grass (2) Kambu Napier (3) Australian Grass (4) Molasses Grass (5) Thin Napier Manuring and methods of cultivation.

Manure

Preparation of manure and manural possibilities in the district. 1) Farm yarn manure (2) Green Manure (3) Compost manures (4) Urine earth in combination with oilcakes and fish manures (5) Liquid manures for vegetables and growing plants of all description (6) Collection of hums and leaf mould (7) Bone meal and how to prepare it (8) Horn meal and its uses (9) High soil Paddarette (in powder form) how to make it (10) Poultry yard droppings and its uses .

The value of present assets of the association is about Forty thousand rupees. To augment these resources the association depends upon public support and grantin aid from State and Central Governments and from Trust Funds to organise the Centre to its full stature. Care will be taken to see that village type sheds (ofmud walls) wil be erected and no costly buildings will be build.

S.K.V.I.A. Mangalore,
D/ 15th March 1951

For The South Kanara Virago Industries Association,

sd.
Joint. Hon. Secretaries.

/True Copy/

ks/20-7

Area of 21-20 acres are divided as under for various activities.

13 sheds as described in the ground plan attached hereto		3 acres
grass plot		2.50 acres
cottons		2.50 "
Vegetables		2-00
Fruits		1-00 "
Paddy		3.00 "
Legumes		2.00 "
Cereals		2.50 "
Poultry		1-50 "
Road		1.20 "
	Total	21.20

For the South Kanara Virage Industries Association
sd/
Joint Hon.Secretaries

/True Copy/

For Collector.

ks/20-7

Revn No. SR 64 SE/87-1 dated 23.8.87

Alienation - Land and Revenue (Sanit Kanara) Rangalore taluk - Derebail village - Sy No. 129/1A - in favour of the Sanit Kanara village Industries Association, Bangalore - Proposals.

Ref 1. Letter of the Deputy Commissioner, Dakshina Kannada, Mangalore, Rc. No. B.3.C. 15240/87-88 dt. 19.7.87

Ref 2. Letter of the Board of Revenue, Bangalore, Rc. No. SR 58 SR 2/87-1, dated 2.8.87

In the letter cited above, the Collector of Dakshina Kannada, Mangalore has stated that the Director of Medical Services and the Director of Industries and Commerce have not yet sent their replies to the comprised in S. No. 129/1A of Derebail Village, Mangalore Taluk in favour of the S. Kanara Village Industries Association would be required by their departments for any Government purpose in the near or distant future. The Collector is requested to wait for their reports and submit proposals later on if the land is not required by these Depts.

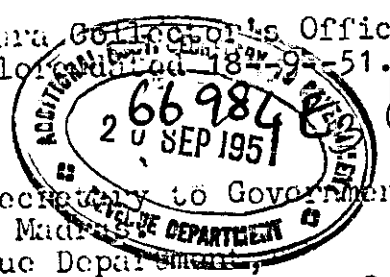
In the absence of Secretary
Copy to the Secretary

22/8/87

25/8/87

Ref.B3.C.No.15240-51.

S.Kanara Collector's Office,
Mangalore dated 18-9-51.



From

SRI A.R.RAJARATNAM B.A.
Collector of S.Kanara.

To

The Secretary to Government
of Madras,
Revenue Department,
Fort St. George, Madras 9.

Sir,

ALIENATION - Land and Revenue (S.Kanara) - Mangalore taluk - Derebail village - S.No.129/1A - In favour of the S.Kanara village Industries Associations - Mangalore - proposals.

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Ref: My Ref.B3.C.No.15240-51 dated 19-7-51.

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2. Government Memo No.55645-E-51-1 dated 23-8-51.

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The Director of Medical services and the Director of Industries and commerce have since replied to me stating that the lands comprised in S.No.129/1A of Derebail village, Mangalore taluk are not required by their department for any Government purposes in the near of distant future.

Copies of their letters are enclosed.

Yours faithfully,

For Collector.

AM/18-9-51

Copy of the letter L.Dis.3177-E3-51 dated 10-9-51 from the Director of Industries and Commerce Madras 6 to the Collector of S.Kanara Mangalore.

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Sub: Alienation - land and revenue (South Kanara) Mangalore taluk - Derebail village - S.No.129/1A for locating the village Industries Association Application of South Kanara village Industries Association - Mangalore - proposals.

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Ref: Your letter No. B3. 15240/51 dated 1--6--51.

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The site referred to in your letter cited, is not required by this Department.

/true copy/

Copy of the letter R.54422-4A2-W-51 dated 20--8--51 of the Director of Medical Services, Madras to the Collector of S.Kanara, Mangalore.

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Sub: Alienation - Land and Revenue - (South Kanara) - Mangalore Derebail village - S.No.129/1A for locating the Village Industries Association proposals.

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Ref: Your letter Ref.B3. C.No.15240/51 dated 1--6--51.

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The land referred to in your reference cited is not required for medical department.

/true copy/

For Collector

Rev Dept

12

LP

Read: From the Board of Revenue, Ref B. 5852/57-1.

C No. 5:645 E/57.

dated 2.8.57.

19

31/11/57

Govt 2887 dated 3-11-57

The Government sanction the alienation of the plot of land comprised in S.No. 129/1A of Derebail village, Mangalore taluk, South Kanara District, measuring Ac-21-20 in favour of the Hony. Secretary for the time being of the South Kanara village Industries Association for use as the site for the following purposes:

	Ac : cents
For the Construction of 13 Shed Nos.	3·00
For grass plot	2·50
For cotton plot	2·50
For vegetables	2·00
For fruits	1·00
For paddy	3·00
For legumes	2·00
For cereals	2·50
For poultry	1·50
For road	1·20
Total	21·20

2. The Government also direct that S.No. 129/1A of Derebail village be transferred from poramboke to ayan as they.

for LP.

3. The alienation will be free of charge for the occupancy right and free of assessment but subject to the following conditions:-

S

(1) The land shall be used as the site to locate the head office building of the Association and to organise demonstration centres in Agriculture and for no other purposes.

(2) The office building shall be constructed and the purpose of alienation carried out within a period of two years from the date of the grant.

(3) No other building shall be constructed on the land without the previous permission of the Collector of the district.

(3)(a) The market value of the land shall be collected if at any time it is found that the grantee derives a substantial income from the land. The decision of the Collector whether a net income is derived from the land or not shall be final

(4) The office building shall be managed and maintained effectively to the satisfaction of the Collector, such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(5) No part of the land set apart for agricultural purpose and road purposes shall be built upon without the previous sanction of the Collector.

(6) If there are buildings so constructed in violation of condition (5) above, the land with the buildings shall be resumed without any compensation whatsoever.

(6) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant. If there are buildings on the land the Government may direct the grantee to remove them and if the grantee refuses to remove them when so directed the Government or any officer empowered by them in this behalf shall have power to remove the buildings and realise the cost of such removal by the sale of the materials.

(7) The Government may resume the land, wholly or in part with any buildings thereon, if in the opinion of the Government the land is required for public purposes or for conducting mining operations. In the event of such resumption or in the event of the acquisition of the land for any reason, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may be less and the compensation payable for buildings or other improvements shall in no case exceed the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less, together with the initial cost or the value at the time of*

resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. The amount of any grant made by the Government towards the cost of the buildings or other improvements shall be deducted from the compensation payable under this condition. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(8) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee but the grantee shall be entitled to the repayment of any amount that may have been paid to the Government for the grant or the value of the land at the time of relinquishment whichever may be less.

(9) Full land revenue shall be levied if at any time any net income is derived from the land or if any of the conditions of alienation are infringed. In the latter case, the land revenue shall be levied from the date of infringement. The decision of the Collector on the question whether a net income is derived from the land or not shall be final.

(10) The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the District.

(11) The alienee shall take all reasonable measures to the satisfaction of the Collector of the District for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

P.T.O.

22

(12) The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and

13. In the event of infringement of or failure to observe any of the conditions (10) to (12) the alienee shall pay to the Government such compensation as is determined by the Collector of the District for any loss or damage caused by such infringement or failure on his part. The Government shall also be at liberty to resume the land and reenter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alienee shall not be entitled to any compensation whatever.

1 SM 10/8/57 11/8/57

~~(By order of His Excellency the Governor)~~

17/8/57

~~Deputy Secretary to Government.~~

To the Board of Revenue (Land Revenue) (with the sketch returned)

Note

The Collector of South Kanara has followed the procedure laid down in Bd Rev No 1065 Revenue, dated 1.5.51 with a view to ascertain whether the plot in question would be required for any Government purpose in the near or distant future. He has stated that as the land is hilly it is very unlikely that the department could be made use of in any useful manner - please see para 4 of the Collector's letter on pp 3-4 ante. In the circumstances, the Board's proposals for alienation may be approved. Subject to orders the draft order above is for approval.

R.W.d

~~Fin~~ Finance may see before circulation.

He says, replies are yet due from Director of Medical Services & the Dist Pt & he has Considers that these replies need not be awaited as the Case is fully & may be put up with replies of the depts

17/8/57

1 SM 10/8/57 11/8/57

17/8/57 ~~Dy~~ Why this D. delay? Unless Collr/Bd alienate the land to some private body the Govt should ascertain the needs of Govt Departments & dcl

'5074'

ASSISTANT SECRETARY TO GOVERNMENT
3-OCT 1951
RURAL WELFARE DEPARTMENT

The Collector wait for the Reports of the Director of Rural Services and the Director of Industries and Submit proposals later on if the cases is not received by the 8th instant.

20.8.51

Draft memo & order for approval.

Issued as memo No. 55645/E/51-1 Rev dated 21.8.51 to the Collector of South Kanara, by R.C. No 15440/51 dated 18.8.51

Please see the note from p 4 and the memo on p 16 C/F and the Collector's reply and enclosure on pp 17-18 C/F.

The Collector has stated that the Director of Rural Services and the Director of Industries and Commerce have since informed him that the land question and such aspects by them by the for any grant purposes within the may fall in the circumstances & if for orders, while the Board's recommendation for the allotment of the land Compound in the S.No 129/1A of Devalakal, Nagathalli in South Kanara district may be allotted in favour of the South Kanara Village Industries Association, Mangalore & the draft order already submitted on pp 1-4 ante is for approval. R.W. of South Kanara may be informed accordingly.

27.9.51

29.9.51

29.9.51

RW/Fin

Revn 55645/E/51-2

30.9.51

55645 F 1/27

24

Dept E~

R. W.

Please See the Rev Dept. note on p 5 ante and the draft Order on pp 1-4 above. The proposal in this bill is to alienate a plot of land in Deralakatte Village, Mangalore Taluk, South Kanara dt in favour of the South Kanara Village Industries Association, Mangalore for the purposes mentioned at 'A' on p 1 of. No remarks are called for in this Dept. This may be passed on to Finance Dept.

Put
3.10.51
4/10.

Fin (Accts)

R. W. No. NO:
South II/51-1
6/11/1951.

The draft order at pp. 1-4 above may be passed.

ADDITIONAL DEPUTY SECRETARY
74106
11 OCT 1951
FINANCE DEPARTMENT

19.10.51

27-10-51 Rev. Dept.

To A.S

The draft order on pp. 1-4 ante may now issue!

74106 AH
20/10/51

25.10.51

26/10/51

27.10.51

ADDITIONAL ASST. SECRETARY TO GOVT.
74039
23 OCT 1951
REVENUE DEPARTMENT

HH (LA)

HH (LA)

31/10/51

DS

31 OCT 1951

DEPUTY SECRETARY TO GOVERNMENT
31 OCT 1951
REVENUE DEPARTMENT